

# EXHIBIT AA

10/07/2005 FAX 14:14 FAX 201 391 8158 NUS Consulting Group

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Oct. 6. 2005 11:58AM CONEDISON ENERGY 914 993 2150

No. 1490 P. 3/9

**ConEdison  
Solutions****ELECTRICITY SALES AGREEMENT****COMMERCIAL CUSTOMER INFORMATION**

Customer Name: Tiffany & Company  
 Billing Address: 15 Sylvan Way Attn: Eric Ziegler  
 Parsippany, NJ 07054



Contact Name:  
 Telephone Number:

**RECEIVED**  
 10/19/05

LDC Account Number(s) Service Address(s)

See Contract Addendum 1 attached hereto and incorporated herein

Tax ID Number:

☐ Tax exempt or special tax status.  
 (must provide appropriate documentation to ConEdison Solutions)

**AGREEMENT FOR PURCHASE OF ELECTRICITY**

By signing and returning this form to ConEdison Solutions, Customer hereby offers to purchase from ConEdison Solutions, the electric requirements for the listed account(s) at a rate(s) per kilowatt hour (kWh) specified below, for the period beginning with Customer's meter reading in December 2005 and ending with Customer's meter reading in December 2006 (the "Term").

Upon Con Edison Solutions' acceptance of Customer's offer (indicated by its signing below), Customer will be bound to receive and purchase from ConEdison Solutions, and ConEdison Solutions will be bound to provide and sell to Customer, electricity during the Term in accordance with the General Terms and Conditions set forth herein. (In this Agreement the customer is referred to as "I" or "You" or "Me" or "Your" or "Customer" and ConEdison Solutions, Inc. is referred to as "ConEdison Solutions" or "We" or "Our" or "Us.")

Con Edison Solutions is an Energy Service Company (ESCO) licensed by the Authority to offer and supply "Electric Generation Service" (i.e., energy, generation capacity, ancillary services and related costs) to retail customers under the terms and conditions of the LI Choice Program. This Agreement is subject to Customer being enrolled by Long Island Power Authority ("LIPA") in its Long Island Choice Program. Customer designates Con Edison Solutions as its agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver Electric Generation Service purchased by you to LIPA's system. Customer hereby authorizes ConEdison Solutions to enroll Me in this Program.

Customer: TIFFANY & Co  
 Name(Print): BRUCE R. MOGEL  
 Signature: [Signature]  
 Title: Director Retail Facilities  
 Date: 10-10-05

Seller: ConEdison Solutions  
 Name(Print): [Signature]  
 Signature: [Signature]  
 Title: Jorge J. Lopez  
 Date: Vice President

Retail Commodity Services  
 10/19/05

**PRICING**

For any account served under this Agreement, the monthly Electric Supply Charge you will pay for the Electric Generation Service provided by Con Edison Solutions will be determined by Con Edison Solutions calculating the per kWh price you would have paid to LIPA for electric supply had you remained a LIPA supply customer, based on the current LIPA tariff, including the Bill Credit, Fuel and Purchased Power Cost Adjustment and any other applicable adjustments plus a \$0.0026368 per kWh charge. The Electric Supply Charges are not regulated by LIPA and depend upon this Agreement between you and Con Edison Solutions. You will also be responsible for all taxes applicable in accordance with Section 5 of this Agreement.

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11. General Provisions - We will keep confidential any other information pertaining to you we collect in the course of providing you service. The terms and conditions of this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the Parties; provided, however, that neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any purported assignment without such consent shall be void. This Agreement sets forth the entire agreement between the Parties respecting this subject matter, and all prior agreement, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by authorized representatives of both Parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without recourse to such state's choice of law rules. This Agreement is subject to all valid and applicable legislative and to all present and future orders, rules, and regulations of authorities having jurisdiction and both Parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules, or regulations has the effect of increasing Our cost of electricity, we reserve the right to adjust it

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**CONTRACT ADDENDUM 1 FOR Tiffany & Company**

(12/1/2005 to 12/1/2008)

**LIPA: 5307222205**

Service Address: TIFFANY & COMPANY  
1980 NORTHERN BLVD  
MANHASSET, NY 11030

Price Type Indexed Product Item Total Billed

Value  
0.00263 (FDQ)

Billing Address: Tiffany & Co  
15 Sylvan Way Attn: Eric Ziegler  
PARSEPPANY, NJ 07054

Load Factor  
0.4476

Usage Type  
FP

**LIPA: 9827104606**

Service Address: TIFFANY & CO  
2FL FRYES MAIN ST  
E HAMPTON, NY 11937

Price Type Indexed Product Item Total Billed

Value  
0.00263 (FDQ)

Billing Address: Tiffany & Co  
15 Sylvan Way Attn: Eric Ziegler  
PARSEPPANY, NJ 07054

Load Factor  
0.4036

Usage Type  
FP

# nusconsulting<sup>®</sup>

GROUP

ONE MAYNARD DRIVE  
PARK RIDGE, NEW JERSEY 07656  
PH: 201.391.4300 – FAX: 201.391.8158

Utility Cost Management Solutions

## Facsimile

To: Grainne Hughes  
Fax No. (914) 993-2150  
From: Chris Amundsen  
Date: Oct. 10, 2005  
# of Pages: 7  
Re: Tiffany & Co.

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Hello Grainne,

Attached please find the two signed documents from Tiffany & Co.

Please return the countersigned copies to us as soon as possible.

Thank you very much for your time and cooperation.

Sincerely,

Chris Amundsen  
Senior Consultant  
201-391-4300 ext. 109  
Fax: 201-391-8158  
Email: [camundsen@nusconsulting.com](mailto:camundsen@nusconsulting.com)

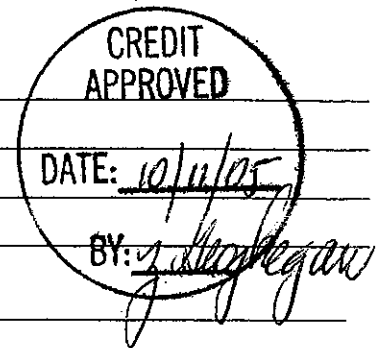
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**Commodity Contract Checklist**

Customer Name: Tiffany & Co  
Address: 15 Sylvan Way  
Parsippany, NJ  
Dunn's Number: \_\_\_\_\_  
Sales Executive: Hughes



1. Date request for Credit Review received from Sales: 10-11-05
2. Renewal YES ☒ NO ☐ Prior Customer ☐
3. D&B info CCS 3 Paydex 69 FSS 1
4. Credit Approval Yes ☐ No ☐  
Credit Sign-off and comments:  
#519913 - Excellent payment history
5. Financial Statements Required Yes ☐ No ☐
6. Is Customer a Fortune 500 Co. Yes ☐ No ☐
7. Tax Exempt (If Tax Exempt, attach Tax Exempt Certificate) Yes ☐ No ☒
8. Does Residential % Apply Yes ☐ No ☐  
If Residential % Applies, attach TP385 Certificate
9. Signed Contract w/ Addendum Yes ☒ No ☐
10. Contract Terms: Start Date: Dec. Nov 05 End Date: Dec. Nov 06 LIPA Dec 05  
Dec 06
11. Terms & Condition changes Yes ☐ No ☒  
Redline Contract Attached Yes ☐ No ☒

Sales Exec signature J. Hughes Date: 10/11/05

Estimated Annual revenue: \$765,000 ICAP: 1.8 MW ConEd 195 kW LIPA

Comments:

(DOA 1-05)

<\$1M  
Director

<\$10M  
VP

<\$50M  
CEO

<\$100M  
Bram